

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patentee: Stephen Almeida
Title: Multiple Pulse Photo-Epilator
Serial No.: 09/173,422
Filing Date: October 15, 1998
Patent No.: 6,228,074
Issue Date May 8, 2001

Date:

11/8/11

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-145

Sir:

DECLARATION OF JUNE KAPS IN SUPPORT OF PETITION UNDER 37 CFR §
1.138 (b) TO ACCEPT UNAVOIDABLY DELAYED PAYMENT OF MAINTENANCE FEE
IN EXPIRED U.S. PATENT NO. 6,228,074

1. I, June Kaps, formerly of the firm Brown Rudnick Berlack Israels LLP, being a docket administrator for Seyfarth Shaw, LLP, hereby swear that the expiration of the '074 patent for failure to pay the 7.5 year maintenance fee was unavoidable and unintentional for the following supporting reasons;

2. I am a citizen of the United States and am more than twenty-one (21) years of age;

3. I am presently the docketing administrator at the law firm of Seyfarth Shaw LLP ("Seyfarth Shaw") (<http://www.seyfarth.com/>), where I have been employed since May 14, 2007;

4. I have been working in the Intellectual Property (IP) field for 17 years;

5. Before joining Seyfarth Shaw in 2007, I was an IP legal secretary at the law firm of Wolf Greenfield & Sacks P.C. (“Wolf”) in its Boston office, from about October 2006 until May 2007;

6. Before joining Wolf, I was the docket administrator at the law firm of Brown Rudnick Berlack Israels LLP. (“Brown Rudnick”) in its Boston office from about January 2001 to October 2006;

7. Before joining Brown Rudnick, I was docket administrator at Nutter, McClennan & Fish LLP in its Boston office from about December 1997 to about August 2000;

8. In 2007 three attorney’s from Brown Rudnick moved to the Boston law firm of Seyfarth Shaw to start an IP department.

9. Approximately two weeks before any of the three Brown Rudnick attorneys arrived at Seyfarth Shaw, I joined Seyfarth Shaw to oversee and effect availability of docketing resources in the Seyfarth Shaw Boston office;

10. Before the first attorney arrived, I made sure the Boston attorneys would have Computer Packages Inc. (CPI) docketing available;

11. Upon resignation from Brown Rudnick, the three attorneys received and provided me a hard copy docket printout for the next six months;

12. Physical files from Brown Rudnick arrived at Seyfarth Shaw in batches as clients authorized transfer;

13. As each physical file arrived at Seyfarth Shaw, I opened new client/matter numbers, organized files into a file room, prepared power of attorney forms, obtained signatures from clients, electronically filed Powers of Attorney and change of correspondence addresses with the U.S. Patent & Trademark Office, and checked for impending actions in those cases and against the hard copy docket received from Brown Rudnick;

14. Despite having engaged our docketing service provider, CPI, early in the process to provide an electronic records data dump from the Brown Rudnick database, it took several weeks

to receive the Brown Rudnick data from CPI into Seyfarth Shaw's CPI electronic docketing system;

15. Once CPI electronic data was received and loaded onto Seyfarth Shaw's system and available in Boston, I cross-checked the Seyfarth Shaw electronic docket data against the hard copy data provided by Brown Rudnick. I updated Seyfarth Shaw's received CPI electronic docket and data with any changes/actions taken in the interim;

16. I further cross-checked the information in all active physical files against the received CPI electronic docket data, and changed Brown Rudnick case numbers to the new Seyfarth Shaw case numbers;

17. To my knowledge all physical files sent from Brown Rudnick and received at Seyfarth Shaw Boston were properly docketed on the Seyfarth Shaw CPI docketing system;

18. For a period of time, Brown Rudnick forwarded all mail and any U.S. Patent & Trademark Office correspondence they received for the three attorneys that joined Seyfarth Shaw;

19. On or about September 1, 2011, I received an email from an assistant at Brown Rudnick, containing a Patent Expiration Notice for U.S. Patent 6,595,986 ('986 Expired Patent). The expiration was based upon the failure to pay maintenance fees (Attachment D hereto).

20. The '986 Expired Patent was a Continuation-In-Part (CIP) application of the above captioned '074 patent for a client, Stephen Almeida (Brown Rudnick client number 21221), who had requested that Brown Rudnick transfer its files to Seyfarth Shaw on or about May 16, 2007 (Attachment C);

21. John Serio, Edwin Colon (of Seyfarth Shaw's Records Department) and I conducted a thorough investigation and found that we did not possess the physical file nor the electronic file associated with the '986 Expired Patent and that the patent was therefore not entered into our docketing system;

22. During the course of our investigation we discovered that the '074 parent patent ("074 Petition Patent") for the '986 Expired Patent was also not in our physical presence or our electronic docketing system;

23. Upon inquiry to the USPTO PAIR system I discovered that the '074 Petition Patent had also expired for failure to pay maintenance fees. As part of our investigation, we requested the file wrapper for the '074 Petition Patent to see what address the Maintenance Fee Reminder and the Notice of Expiration were sent to; (Attachment E & F);

24. The notice for the '074 Petition Patent was sent to our former firm Brown Rudnick on or about June 8, 2009 (as with the '986 Expired Patent) and a previously sent Maintenance Fee Reminder was sent on or about November 17, 2008. However, neither the reminder nor the notice was forwarded to us, as had been the case of the '986 Expired Patent;

25. As part of our investigation I requested that CPI provide us with a list of the clients that were included in the data dump from Brown Rudnick in 2007;

26. Brown Rudnick case number 21221 was not in the data dump even though the client had requested that their information be transferred (Attachment G);

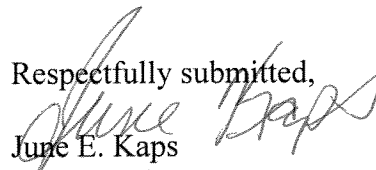
27. Physical files for Brown Rudnick case number 21221 were also apparently not received at Seyfarth Shaw during the transfer of files in 2007.

28. I declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true. I further declare that these statements were made with the knowledge and understanding that willful false statements and the like so made are punishable by fine, or imprisonment or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of any revived U.S. patent.

Dated:

11/8/11

Respectfully submitted,


June E. Kaps
Seyfarth Shaw LLP
Two Seaport Lane
Boston, MA